



BURT LEE  
MANAGER

## JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7

4401 NINTH AVENUE  
P.O. BOX 3244  
PORT ARTHUR, TEXAS 77640  
(409)985-4369  
FAX (409)983-7564

### COMMISSIONERS

CHESTER LEVY  
CHAIRMAN

BILLY JOE BUTLER  
MARVIN KEBODEAUX  
JERRY SPARKS  
JOHN H. (JACK) MOSER

August 23, 2001

### VIA FEDERAL EXPRESS

Mr. Edwin Quinones  
U.S. Environmental Protection Agency, Region 6  
Superfund Division (6RC-S)  
1445 Ross Avenue, Suite 1200  
Dallas, TX 75202-2733

Mr. Rafael A. Casanova  
U.S. Environmental Protection Agency, Region 6  
Superfund Division (6SF-AP)  
1445 Ross Avenue, Suite 1200  
Dallas, TX 75202-2733

**Re: Star Lake Canal Superfund Site**

Gentlemen:

As you are aware, a telephone conference is scheduled for August 28, 2001 at 3:00 p.m. regarding the Star Lake Canal Superfund Site ("Star Lake"). I have enclosed various documentation reflecting a general overview of the system contained in Jefferson County Drainage District No. 7 ("DD7") and information pertinent to DD7's position on Star Lake. I feel this information may be helpful in determining DD7's potential responsibility and look forward to our discussion on the 28<sup>th</sup>.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in cursive script that reads "Phil Kelley".

Phil Kelley  
Assistant Manager

PK/ds

Enclosure

c: Mr. Pete Steele  
Provost & Umphrey Law Firm, L.L.P.  
P. O. Box 4905  
Beaumont, TX 77704

RECEIVED  
2001 AUG 24 PM 3:41  
AR/OK/TX BRANCH

916848





MAX E. SEARS  
PLANT MANAGER

October 23, 1980

TEXACO  
CHEMICAL COMPANY  
A DIVISION OF TEXACO INC.  
P. O. BOX 847  
PORT NECHES, TEXAS 77651  
713-722-8381

Mr. L. D. Bryant  
District Manager  
Drainage District 7  
4401 9th Avenue  
Port Arthur, Texas

Dear Mr. Bryant:

A situation has developed recently that I must bring to your attention. Since the construction of the Hurricane Protection Levee System in the Star Lake area we have experienced flood water backing into our plant. On three occasions of heavy rainfall--Claudette, Danielle, and on October 11, 1980--water reversed its natural flow in our industrial outfall canal and backed over our spillway system into the plant. This situation had not occurred prior to these three occasions.

The water backs up the small canal located on Hogaboom Road just east of our plant, and on the three occasions poured over our spillway in a reverse manner. The water has exceeded the height of the spillway by 4 to 10 inches. This excess water that enters our plant reduces our capacity, by an exact volume, to capture and store runoff from our plant area as required by U. S. Environmental Protection Agency regulations. In the case of the two tropical storms, this reduction in capacity resulted in our having to discharge untreated storm runoff from the plant as continued rainfall exceeded the capacity of our 65 million gallon reservoir. The latest instance did not result in a discharge, but we had to process the water that backed into the plant through our water treatment system before we could discharge it.

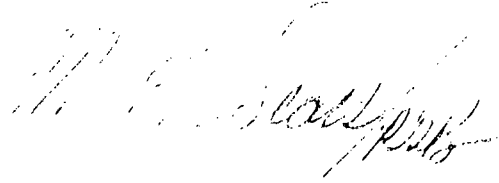
As this situation is not normal, causes us on occasion to discharge untreated storm runoff that otherwise would not have been discharged, and increases our burden of treating water that should not have been captured in our reservoir, I must request that the situation be corrected to eliminate this problem.

Mr. L. D. Bryant

Page 2

If you require additional information on this matter, please contact me at 722-8381

Very truly yours,

A handwritten signature in cursive script, appearing to read "W. E. Staley".

/be

November 18, 1981

Mr. R.G. Brown,  
Plant Manager  
Texaco Chemical  
P.O. Box 347  
Port Neches, TX 77651

RE: Star Lake Outfall Ditch

Drainage District No. 7 would like to request an easement for the Star Lake ditch between the LNVA Canal and our Star Lake Pump Station. The location of the requested easement is in the Joseph Gregory League, Abstract No. 27 and is shown by metes and bounds on the accompanying drawing. The tract of land desired is 100 ft. in width by 973.94 ft. in length and contains 2.238 acres more or less.

In addition to the enclosed plan we are enclosing herewith an application for an easement and an easement agreement which has been prepared for Texaco's review.

Drainage in the Star Lake drainage area south of Highway 366 is being impeded by the generally poor condition of the ditch north of Highway 366. Our survey indicates a need for this ditch to be cleaned, enlarged and re-graded in order to provide adequate drainage for the area it serves. The requested easement is needed, and necessary, to permit us to accomplish these improvements.

Your cooperation and assistance is very much appreciated.

Very truly yours,

JEFFERSON COUNTY DRAINAGE  
DISTRICT NO. 7



L. D. Bryant, Manager

WCM/pae  
Encls.

April 28, 1982

Mr. R.G. Brown, Plant Manager  
Texaco Chemical Company  
P.O. Box 347  
Port Neches, Texas 77651

Dear Mr. Brown:

On October 23, 1980, Mr. M.E. Sears, Plant Manager of Texaco Chemical Company, informed us that during periods of heavy rainfall, water backs up and over flows Texaco's spillway in a reverse manner. This situation causes Texaco the burden of treating water that should not be in their reservoir and in two instances resulted in a discharge of untreated water from the plant. Mr. Sears requested that the situation be corrected.

Our study of the situation revealed that to improve the upstream drainage the Star Lake Outfall would have to be enlarged and regraded from Highway 366 to the pumping station.

Easements and drawings were furnished to your office on November 18, 1981. Crosssections of our proposed improvements were forwarded on March 31, 1982.

In another matter, on October 21, 1981 we forwarded a request for easement along the railroad spur track in Lot 5, Block 9 Range E, PALCO Survey. This easement is necessary for us to install a concrete lined drainage ditch to relieve our Lateral A-3 during such periods when the capacity of our 3-42" culverts under the railroad spur are exceeded.

Both of these necessary drainage improvements are scheduled for construction this year and we would appreciate any assistance that you could render in expediting these easements.

Many thanks for your cooperation.

Very truly yours,

JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7

---

L.D. Bryant, Manager

TFH/th

TEXACO, INC.

15.1

VOL 2400  
Pc 490

to

JEFFERSON COUNTY DRAINAGE DIST. #7

1114302

1114302

100' Easement out of  
Part Joseph Grigsby League A-27

00099

JUL-22-82

Return to—

JEFFERSON COUNTY,  
DRAINAGE DISTRICT NO. 7  
BOX 3244  
PORT ARTHUR, TEXAS  
77640

STAR LAKE  
DITCH

15.1  
COPY

THE STATE OF TEXAS )  
COUNTY OF JEFFERSON )

KNOW ALL MEN BY THESE PRESENTS:

That, subject to the terms, provisions, reservations, and conditions hereinafter set forth, TEXACO INC., a Delaware corporation, hereinafter called GRANTOR, for a valuable consideration, all cash, to it paid by the Jefferson County, Texas Drainage District No. 7 hereinafter called GRANTEE, the receipt and sufficiency of which are hereby acknowledged, has granted and does by these presents grant unto GRANTEE an easement and right-of-way for the purpose of constructing and maintaining upon and through the following described lands situated in Jefferson County, Texas, to wit:

Being a 100.00 foot wide right-of-way out of and a part of the Josphe Grigsby League, A-27, known as GRANTOR'S Tract No. 1, and being the same tract of land purchased from American Cyanamid Company, on April 22, 1975, and recorded in Volume 1879, Page 428 of the deed records of Jefferson County, Texas; and being more fully described by metes and bounds as follows:

Beginning at a point on the southerly property line of GRANTOR'S Tract No. 1, which is also the northerly right-of-way line of the lower Neches Valley Authority Canal, said point is N 82° 56' 04" W a distance of 2006.05 feet from the most southeast corner of GRANTOR'S Tract No. 1;

Thence continuing along said right-of-way line north 82° 56' 04" W, a distance 23.19 feet to the beginning of a tangent curve, concave northerly and having a radius of 848.79 feet;

Thence along said curve and said right-of-way line thru a central angle of 5° 11' 27", an arc distance of 76.90 feet to a point for corner;

Thence leaving said right-of-way line N 10° 44' 09" E a distance of 653.67 feet to a point for corner;

Thence N 19° 21' 19" E a distance of 205.87 feet to a point for corner;

Thence N 33° 02' 46" E a distance of 131.62 feet to a point for corner;

Thence S 61° 16' 37" E along the southerly line of two (2) adjacent tracts known as Tract 4 and Tract 4A previously granted to Jefferson County Drainage District No. 7 as recorded respectively in Volume 1890, Page 20 and Volume 1890, Page 43 of the deed records of Jefferson County, Texas, a distance of 100.28 feet to a point for corner;

Thence S 33° 02' 46" W a distance of 127.29 feet to a point for corner;

Thence S 19° 21' 19" W a distance of 186.0 feet to a point for corner;

Thence S 10° 44' 09" W a distance of 643.42 feet to the place of beginning, said tract of land contains 2.238 acres of land more or less.

For purposes of reference and clarification, drawing NP-263A is hereby attached and made part of this easement.

The grant of easement and right-of-way herein is specifically made by GRANTOR and accepted by GRANTEE subject to the following terms, covenants, and conditions:

- (1) Should the easement hereby conveyed ever cease to be used for the purpose aforesaid, the easement shall immediately become null and void, and the property covered by said easement shall revert to GRANTOR.
- (2) GRANTEE shall have the right to use designated portions of GRANTOR'S premises for ingress and egress, for the purpose of exercising the rights and privileges herein granted; provided that each time after any work has been performed in the easement area in connection with the exercise of such rights and privileges, GRANTEE shall cause said designated premises to be restored to the condition, as nearly as possible, in which the same were found before such work was undertaken; and provide further that in the use of the rights and privileges herein granted, GRANTEE will not create, or allow to be created, a nuisance, or do any act or allow any act to be done, that will be detrimental to said premises.
- (3) GRANTOR hereby retains for itself, its successors and assigns, the right to use the easement area for any and all purposes, including but not limited to, the right to construct, operate, maintain, repair, remove, or add to facilities, including pipelines, for the transportation or extraction of oil, gas, or other substances, and other structures GRANTOR may deem necessary in, on, under, or over the easement area, and to grant such rights to others, provided such use does not interfere with the exercise by GRANTEE of the rights and privileges herein granted, and is in compliance with the National Electrical Safety Code and all other applicable codes and regulations. GRANTOR agrees, however, that it shall give GRANTEE advance written notification of intent to construct, or to permit the construction of, said facilities and/or structures within the easement area.
- (4) This easement is subject to all rights, privileges, easements, or right-of-ways heretofore granted or existing, whether recorded or nonrecorded, which affect the above-described land, and is also subject to any outstanding interest in the underlying fee to such rights, privileges, easements, or right-of-ways.



- (5) a. GRANTEE agrees to pay GRANTOR for all damages to or loss of property of GRANTOR which are caused by, result from, arise from or grow out of the construction, operation, maintenance or existence of said facilities or by virtue of any of the rights and privileges herein granted. GRANTEE further agrees to indemnify and hold GRANTOR harmless from and against any and all claims, demands, liability and suits for damage to or loss of the property of others or for personal injuries to or death of any and all persons caused by, resulted from, arising or growing out of the construction, operation, maintenance or existence of GRANTEE's facilities installed or permitted to be installed by it under and by virtue of the rights, privileges and easement hereinabove granted."
- b. GRANTEE agrees that all contracts entered into by and between GRANTEE and its successors or assigns, and a private contractor for the construction, operation, maintenance, repair, or removal of any facilities constructed or installed within the herein described easement area, or all contracts providing for the use of the herein described easement area for ingress and egress to other areas, shall contain a clause requiring the contractor to assume liability for negligent loss to GRANTOR'S facilities, its operations, and injury to GRANTOR'S agents and employees, or any other persons incidental to the work performed by such contractor or subcontractors on the easement area, including transportation of contractor's equipment to and from the work. Such clause shall also require the contractor to furnish and maintain in force throughout the time that work is being performed, a comprehensive General Manufacturers' and Contractors' Liability Insurance Policy, including liability coverage for explosion, collapse, and underground causes, the limits of the liability of such policy to be not less than \$200,000 per person and \$500,000 per accident for bodily injury, but not limited as to the number of accidents, and in an amount of not less than \$200,000.00 for property damage. Such clause shall further provide that prior to commencement of work hereunder, the contractor shall furnish to the GRANTEE, or its successors or assigns, and to GRANTOR, a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation, or any material change in the policies adversely affecting the interests of GRANTOR in such insurance, shall not be effective until 10 days after written notice thereof to the GRANTEE, its successors and assigns, and to GRANTOR.

All policies and notices of cancellation or change, as provided for in this paragraph, should be mailed by the insurance carrier to Texaco Inc. at the following address: P. O. Box 847, Port Neches, Texas 77651. The clause shall further provide that the Contractor agrees to insert the substance of the clause in all subcontracts. This assumption of liability by contractor and subcontractor shall in nowise limit the contractor's or subcontractor's liability which it would otherwise incur as a matter of law by virtue of this contract and the work done hereunder.

- (6) GRANTEE, its employees, and agents shall, when upon the premises of GRANTOR, comply with all safety rules and regulations now in effect and to be issued by the GRANTOR, governing the GRANTOR'S premises, and shall identify such employees and agents who enter GRANTOR'S premises in a manner satisfactory to the GRANTOR.
- (7) This agreement shall extend to and be binding upon the successors and assigns of the GRANTOR and the GRANTEE; however, the GRANTEE agrees that its interest in said pipeline, meter station, easement, and right-of-way shall not be conveyed or assigned without notifying the GRANTOR and obtaining its prior written approval of such conveyance or assignment, which approval shall not be unreasonably withheld.

TO HAVE AND TO HOLD said easement and right-of-way unto GRANTEE and its successors and assigns, so long as said easement is used and maintained for the purposes herein specified. GRANTEE, by the acknowledgment hereof, agrees to all of the terms, conditions, and covenants hereinabove set forth.

EXECUTED this the 7<sup>th</sup> day of July,  
198 2.

ATTEST:

TEXACO INC.

Ruth M. Gwin  
Ruth M. Gwin  
Asst. Secretary

by Ben C. Hayton  
Ben C. Hayton  
Vice President

APPROVED

As to Terms JSB

As to Form JSB

As to Description

ATTEST:

Julian B. Coghill, Jr.  
Secretary - Julian B. Coghill, Jr.

by

Chairman

Eugene Rasheta  
Eugene Rasheta

FOR JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7

THE STATE OF TEXAS X  
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared BEN C. HAYES, Vice President of TEXACO INC, a Delaware Corporation, known to me to be the person and officer of said corporation and acknowledged to me that he executed the foregoing instrument as the act and deed of said corporation for the purposes and consideration therein stated and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 9th day of June, 1982.



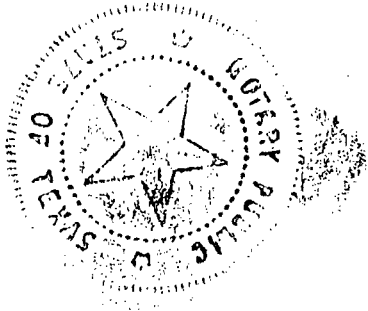
PATRICIA G. PAINE  
Notary Public, State of Texas  
My Commission Expires September 28, 1985

Patricia G. Paine  
Notary Public in and for  
HARRIS County, Texas

THE STATE OF TEXAS X  
COUNTY OF \_\_\_\_\_ X

BEFORE ME, the undersigned authority, on this day personally appeared Eugene Rashieta, Chairman of JEFFERSON COUNTY, TEXAS DRAINAGE DISTRICT NO. 7, known to me to be the person and officer of said corporation and acknowledged to me that he executed the foregoing instrument as the act and deed of said corporation for the purposes and consideration therein stated and in the capacity therein expressed.

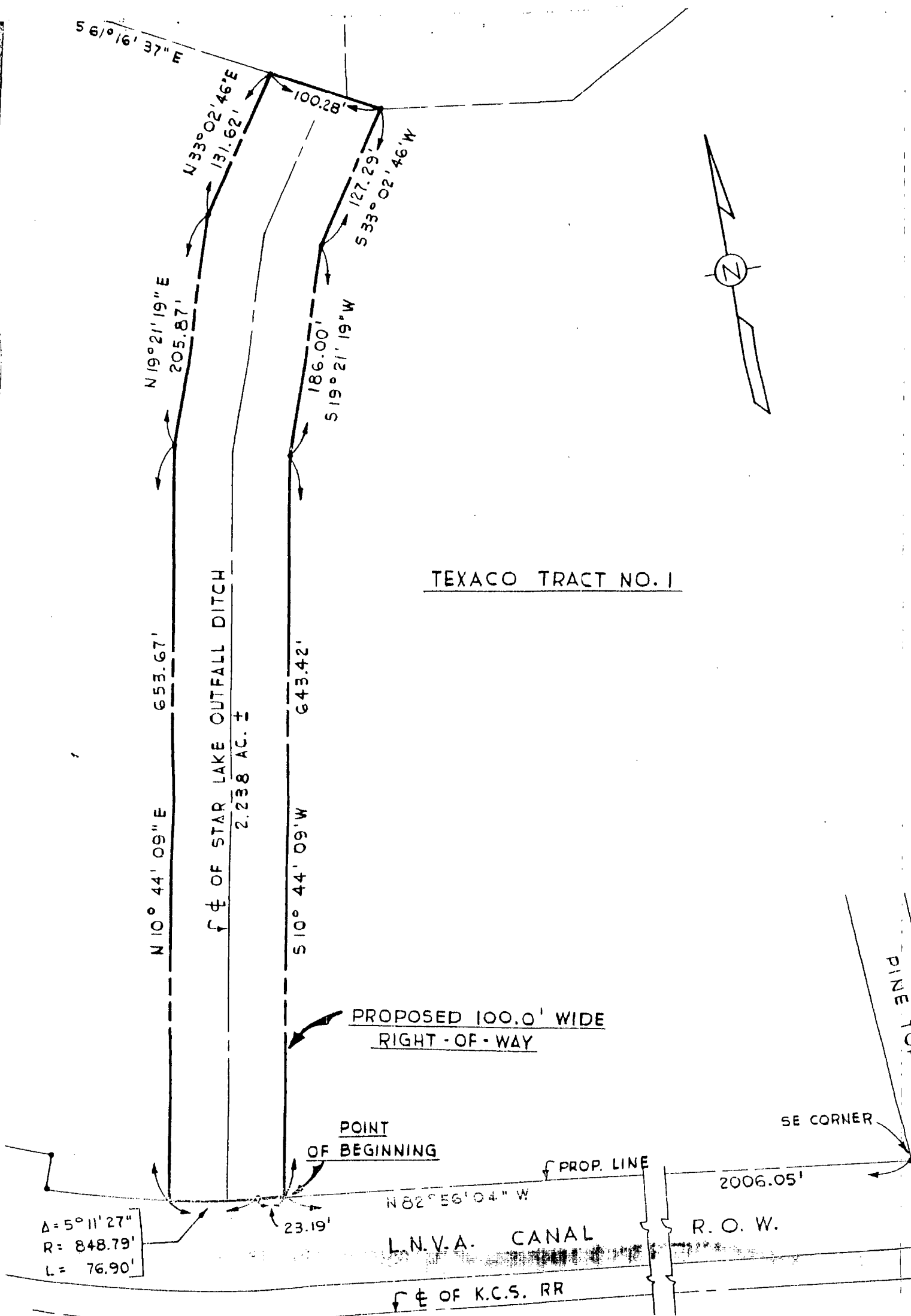
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 7th day of July, 1982.



Leo D. Bryant, Jr.  
Notary Public in and for  
Jefferson County, Texas

LEO D. BRYANT, JR.  
5424 WEST GROVES CIR.  
GROVES, TEXAS 77619

My Commission Expires June 30, 1984



**T.C.C. EASEMENT TO DRAINAGE DISTRICT NO. 7**

**STAR LAKE OUTFALL DITCH**

T.C.C. ESMT. NO. NP-263

DWG. NO. NP-263A

SCALE: 1" = 100'

FILED FOR RECORD  
*R L Baum*  
COUNTY CLERK  
JEFFERSON COUNTY, TEXAS

JUL 22 12 01 PM '82

1114302

Val 2400 Page 490  
DEED RECORDS



STATE OF TEXAS  
COUNTY OF JEFFERSON

I hereby certify that this instrument was FILED for  
RECORD on the date and at the time stamped hereon; and  
duly RECORDED without delay in the Volume and Page of the  
above named RECORDS of Jefferson County, Texas as stamped  
hereon by me.

*R L Baum*  
COUNTY CLERK  
JEFFERSON COUNTY, TEXAS

# Starlake - May 6, 1953



Exhibit 1

Starlake - April 1, 1957

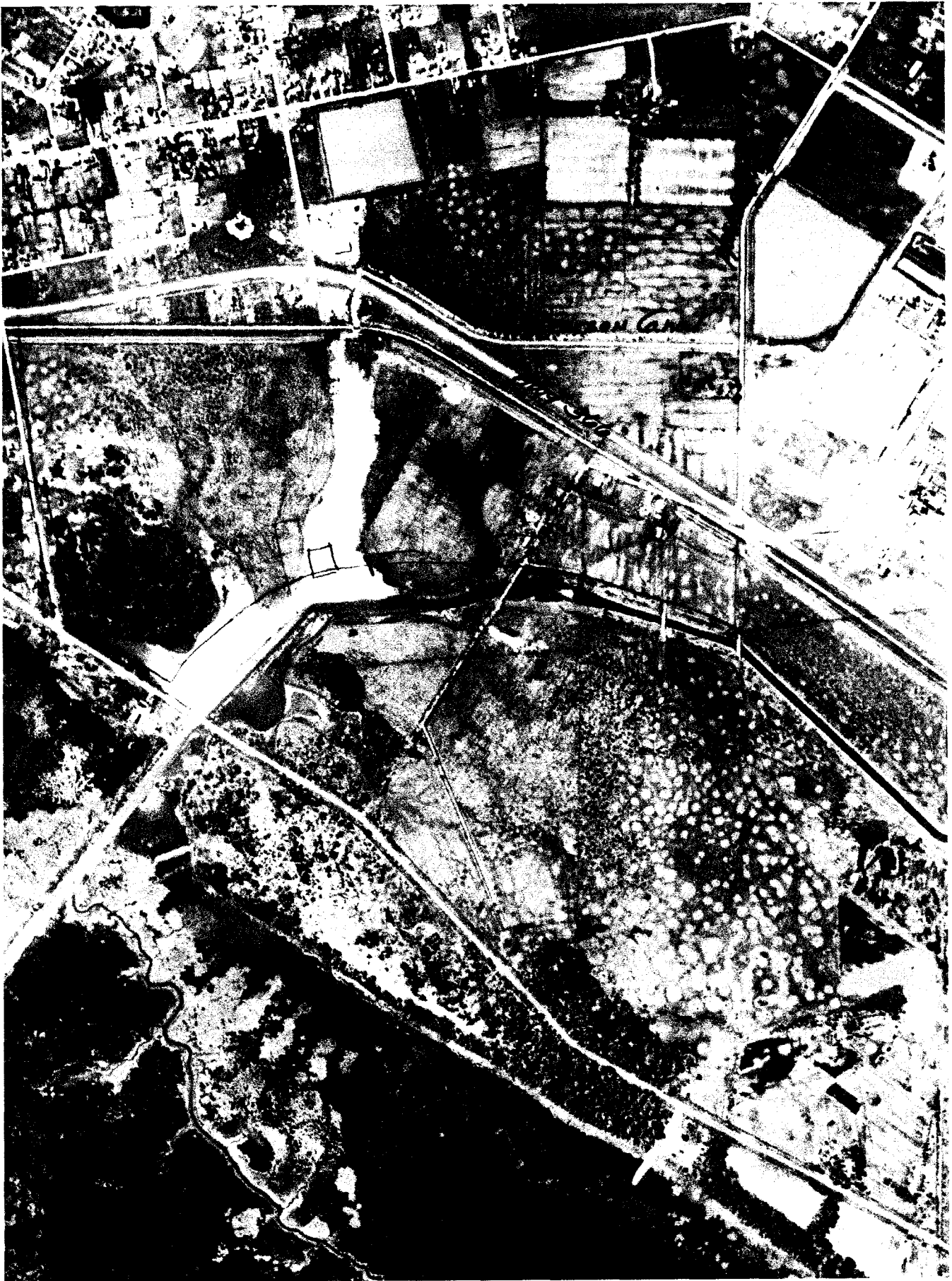
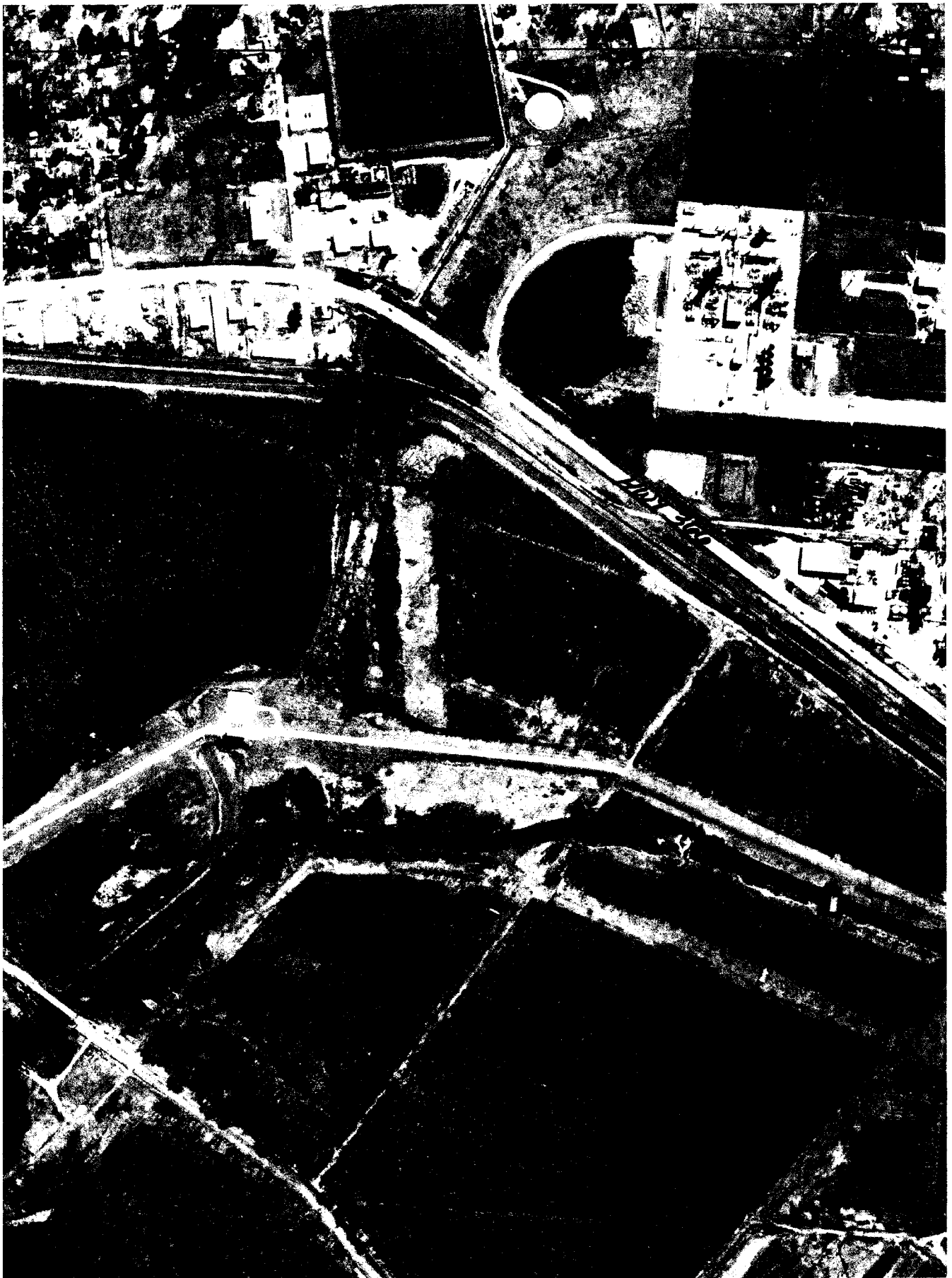


EXHIBIT "2"









STARLAKE 1995

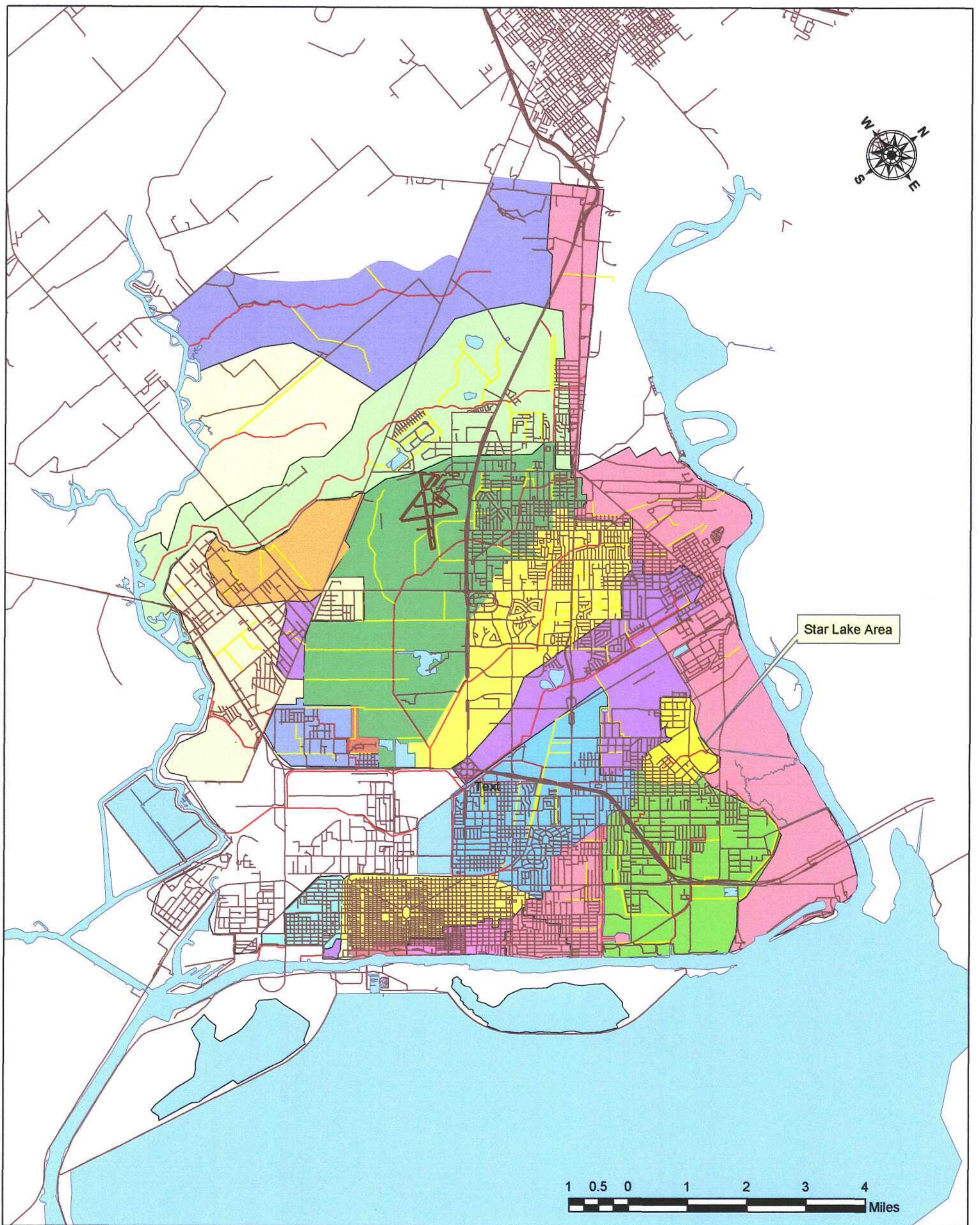




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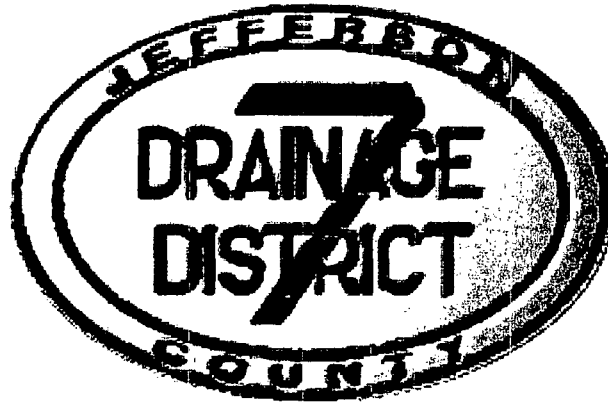
# **Drainage District No. 7** **Jefferson County, Texas**



Legend			
Roads	DeQueen	Industrial Area	Neches River Area
Airport	Delmar	Johns Gully Area	Pear Ridge Area
<b>ORDERING</b>	El Vista	Lakeside Area	Port Acres Area
Lateral	Foley	Lakeview	Rodair Gully Area
Main	Foster Estates	Main "A" Area	Shreveport
<all other values>	Grannis	Main "B" Area	Stadium Rd.
<b>LOCATION</b>	Hillebrant Bayou Area	Main "C" Area	Star Lake Area
Central	Houston	Montrose	Vista Village
Crane Bayou			West Port Arthur Road



# **Jefferson County Drainage District No.7**



September 2000

## **JCDD7-Overview**

Jefferson County Drainage District No. 7 (DD7) is one of three Drainage Districts located within Jefferson County, Texas. DD7 was established as a political subdivision of the State of Texas in 1946 and serves the drainage needs of South Jefferson County.

The District covers an area of 107.42 square miles and encompasses the cities of Port Arthur, Groves, Nederland and Port Neches and unincorporated areas of Jefferson County. Two thirds of the District is below five (5) feet above mean sea level. One third of the District is below three (3) feet above mean sea level. Sixty (60) to Seventy (70) percent of the District drains to Taylor's Bayou. Rainfall for this area averages 53 inches per year.

In 1962, as a joint venture between DD7 and the U.S. Army Corps of Engineers, a Hurricane Flood Protection System was incorporated into the District at a cost of \$84 million; the District paid 30% of the cost, U.S. Government 70%.

At present 275 miles of concrete and earthen outfall ditches, 36 miles of levee and seawalls, and 19 Pump Stations serve the District with a combined pumping capacity of 8.0 million gallons per minute.

# JEFFERSON COUNTY DRAINAGE DISTRICT NO.7

## District Fact Sheet

August 2000

107.42 Sq. miles in District Watershed.

District established as a political subdivision of State of Texas, 1946.

Originally encompassed Port Arthur, Griffing Park, Lakeview, Groves, Nederland and Port Neches. Expanded later to include Drainage District No. 4, Port Acres, and area north of Nederland.

Hurricane Flood Protection System added in 1962 at a cost of \$84 million. District paid 30% of cost with long term bonds that were totally repaid in 1998.

Two-thirds of District is below 5 feet above mean sea level.

One-third of District is below 3 feet above mean sea level.

Sixty % to 70% of District drains to Taylor's Bayou.

There are 36 miles of levee and sea walls in the District.

There are 275 miles of outfall ditches - 70 miles are concrete lined.

Total value of fixed assets as of 9/30/1993 \$128,059,232

19 Pump Stations (8.0 million gallons per minute capacity)

17 Pump Stations have at least one automatic starter.

50 Diesel Pumps 43 Electric Pumps 4 Natural Gas Pumps 2 Gator Pumps

24 Electric Generators

49 Units rolling stock - various size trucks and autos

8 Diesel tractors - mowers & front end loader

2 Back Hoes - diesel

3 Skid steer loaders - diesel

1 Diesel Gradall (ditching machine)

50 Units gasoline powered tools & equipment